

Article - Real Property

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§10–505.

Every custom home contract between a custom home builder and the buyer must be in writing. The custom home contract shall:

(1) Include a draw schedule that shall be set forth on a separate sheet of paper and that shall be separately signed by the buyer and the custom home builder;

(2) Identify to the extent known the names of the primary subcontractors who will be working on the custom home;

(3) Expressly state that any and all changes that are to be made to the contract shall be recorded as “change orders” that specify the change in the work ordered and the effect of the change on the price of the house;

(4) Set forth in bold type whether or not the vendor or builder is covered by a warranty program guaranteed by a third party;

(5) Require the vendor or builder to deliver to the purchaser within 30 days after each progress payment a list of the subcontractors, suppliers, or materialmen who have provided more than \$500 of goods or services to date and indicate which of them have been paid by the vendor or builder; and

(6) Require that the custom home builder provide waivers of liens from all applicable subcontractors, suppliers, or materialmen within a reasonable time after the final payment for the goods or services they provide.

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